UNITED STATES DISTRICT COURT DISTRICT OF MINNESOTA

Shukai Chen, et al.) Court File No. 21-cv-1247 (DWF/DTS)
Plaintiffs,)
rammis,) TARGET CORPORATION'S MOTION
v.	TO STRIKE AND DISMISS
) <u>PLAINTIFFS' COMPLAINT</u>
Target Corporation,)
)
Defendant.)
)

Pursuant to Rules 12(b)(1), 12(b)(6) and 12(f) of Federal Rule of Civil Procedure as set forth in the attached chart with specificity as to specific Counts of Plaintiffs' Complaint and the Local Rules of this Court, Defendant Target Corporation, by and through its attorneys, hereby moves the Court for an Order striking and dismissing Plaintiffs' Complaint in its entirety, with prejudice and on the merits. This Motion is based on the accompanying Memorandum of Law, all of the files, records, and proceedings herein, such argument as may be presented to the Court, and all matters of which the Court may take judicial notice.

Dated: August 9, 2021 HINSHAW & CULBERTSON LLP

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ATTORNEYS FOR DEFENDANT TARGET CORPORATION

Count	12(B)(1)	12(B)(6)	12(F)
COUNT 1 VIOLATION	No representative		
OF ALABAMA	plaintiff		
CONSUMER			
PROTECTION ACT			
(ALA. CODE § 8-19-1,			
ET. SEQ.)			
COUNT 2 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(ALA. CODE § 7-2-314,			
ET. SEQ.)			
COUNT 3 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(ALA. CODE § 7-2-315			
ET. SEQ.)			
COUNT 4 VIOLATION	No representative		
OF ALASKA UNFAIR	plaintiff		
TRADE PRACTICES			
AND CONSUMER			
PROTECTION ACT			
(ALASKA STAT. §			
45.50.471, ET. SEQ.) COUNT 5 BREACH OF	No nonnecontativa		
THE IMPLIED	No representative		
WARRANTY OF	plaintiff		
MERCHANTABILITY			
(ALASKA STAT. §			
45.02.314, ET. SEQ.)			
COUNT 6 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A	piamini		
PARTICULAR			
PURPOSE			
(ALASKA STAT. §			
45.02.315, ET. SEQ.)			
COUNT 7 VIOLATION	No representative		
OF CONSUMER	plaintiff		
FRAUD ACT	_		

(ARIZ. REV. STAT. §44-			
1521, ET. SEQ.)			
COUNT 8 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(ARIZ. REV. STAT. § 47-			
2314, ET. SEQ.)			
COUNT 9 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(ARIZ. REV. STAT. § 47-			
2315, ET. SEQ.)			
COUNT 10 VIOLATION	No representative		
OF ARKANSAS	plaintiff		
DECEPTIVE TRADE			
PRACTICES ACT			
(ARK. CODE ANN. §§ 4-			
88-101, ET. SEQ.)			
COUNT 11 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(ARK. CODE ANN. § 4-			
2-314, ET. SEQ.)			
COUNT 12 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(ARK. CODE ANN. § 4-			
2-315, ET. SEQ.)			
COUNT 13 VIOLATION		No causation	Individual
OF CALIFORNIA'S		No particularity	issues
UNFAIR		Fails to establish	predominate
COMPETITION LAW		lack of adequate	(23(b)(3))
(Cal. Bus. & Prof. Code		remedy at law	
§§ 17200, et. seq.)			Primary relief
			not injunctive
CONTRACTOR ATTOCK	NT	37 1	(23(b)(2))
COUNT 14 VIOLATION	No pre-suit notice	No duty to	Individual

OF CALIFORNIA'S	for class	disclose	issues
CONSUMERS LEGAL	101 Class	No causation	predominate
REMEDIES ACT			_
(Cal. Civ. Code §§ 1750,		No particularity	(23(b)(3))
`			Duimany nali of
et. seq.)			Primary relief
			not injunctive
COLINE 15 VIOLATION		NT 4	(23(b)(2))
COUNT 15 VIOLATION		No causation	Individual .
OF CALIFORNIA'S		No particularity	issues
FALSE ADVERTISING			predominate
LAW			(23(b)(3))
(Cal. Bus. & Prof. Code §			D : 1: C
17500, et. seq.)			Primary relief
			not injunctive
COLDINATION		3.7 11 ···	(23(b)(2))
COUNT 16 BREACH OF		No allegation	Individual
THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(CAL. COMM. CODE §		Target	
2314, ET. SEQ.)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 17 BREACH		No communication	Individual
OF IMPLIED		regarding a	issues
WARRANTY OF		specific use	predominate
FITNESS FOR A			(23(b)(3))
PARTICULAR			
PURPOSE			Primary relief
(CAL. COMM. CODE §			not injunctive
2315, ET. SEQ.)			(23(b)(2))
COUNT 18	No representative		
VIOLATIONS OF THE	plaintiff		
COLORADO			
CONSUMER			
PROTECTION ACT			
(COLO. REV. STAT. §§			
6-1-105, ET. SEQ.)	NT / ·		
COUNT 19 BREACH	No representative		
OF THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(COL. REV. STAT. § 4-2-			

314, ET. SEQ.)			
COUNT 20 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A	Pamara		
PARTICULAR			
PURPOSE			
(COL. REV. STAT. § 4-2-			
315, ET. SEQ.)			
COUNT 21		No causation	Individual
VIOLATION OF		No particularity	issues
CONNECTICUT			predominate
UNFAIR TRADE			(23(b)(3))
PRACTICES ACT			D : 1: C
(C.G.S. §§ 42-110A ET.			Primary relief
SEQ.)			not injunctive
COUNT 22 BREACH		No allegation	(23(b)(2)) Individual
OF THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(C.G.S § 42a-2-314, ET.		Target	(==(=)(=))
SEQ.)		8	Primary relief
			not injunctive
			(23(b)(2))
COUNT 23 BREACH		No communication	Individual
OF IMPLIED		regarding a	issues
WARRANTY OF		specific use	predominate
FITNESS FOR A			(23(b)(3))
PARTICULAR			D : 1: 0
PURPOSE			Primary relief
(C.G.S § 42a-2-314, ET.			not injunctive
SEQ.) COUNT 24	No representative		(23(b)(2))
VIOLATIONS OF THE	plaintiff		
DELAWARE	Piamini		
CONSUMER FRAUD			
ACT			
(DEL. CODE ANN. TIT.			
6 § 2511, ET. SEQ.)			
COUNT 25 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			

			1
(DEL. CODE ANN. § 2-			
314, ET. SEQ.)	27		
COUNT 26 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(DEL. CODE ANN. § 2-			
315, ET. SEQ.)			
COUNT 27 VIOLATION	No representative		
OF THE CONSUMER	plaintiff		
PROTECTION			
PROCEDURES ACT			
(D.C. CODE § 28-3901			
ET. SEQ.)			
COUNT 28 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(D.C. CODE § 28:2-314,			
ET. SEQ.)			
COUNT 29 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(D.C. CODE § 28:2-315,			
ET. SEQ.)			
COUNT 30 VIOLATION		No causation	Individual
OF FLORIDA		No particularity	issues
DECEPTIVE AND			predominate
UNFAIR TRADE			(23(b)(3))
PRACTICES ACT			
(FLA. STAT. § 501.201,			Primary relief
ET. SEQ.)			not injunctive
			(23(b)(2))
COUNT 31 BREACH OF		No allegation	Individual
THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(FLA. STAT. § 672.314,		Target	
ET. SEQ.)			Primary relief
			not injunctive

			(23(b)(2))
COUNT 32 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE		No communication regarding a specific use	Individual issues predominate (23(b)(3))
(FLA. STAT. § 672.315, ET. SEQ.)			Primary relief not injunctive (23(b)(2))
COUNT 33 VIOLATION OF GEORGIA UNIFORM DECEPTIVE TRADE PRACTICES ACT (GA. CODE ANN. § 10-1-370, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2)) No facts to
			support "recurrent" conduct For injunctive relief
COUNT 34 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (GA. CODE ANN. § 11-2- 314, ET. SEQ.)		No allegation cards "unmerchantable" when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive
COUNT 35 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (GA. CODE ANN. § 11-2- 315, ET. SEQ.)		No communication regarding a specific use	(23(b)(2)) Individual issues predominate (23(b)(3)) Primary relief not injunctive
COUNT 36 VIOLATION OF HAWAII UNFAIR PRACTICES AND	No representative plaintiff		(23(b)(2))

TIMEATE		
UNFAIR		
COMPETITION		
STATUTE (HAW. REV.		
STAT. § 480-1, ET. SEQ.)		
COUNT 37 HAWAII	No representative	
UNIFORM DECEPTIVE	plaintiff	
TRADE PRACTICE		
ACT		
(HAW. REV. STAT. §		
481A-1 ET. SEQ.)		
COUNT 38 BREACH OF	No representative	
THE IMPLIED	plaintiff	
WARRANTY OF	•	
MERCHANTABILITY		
(HAW. REV. STAT. §		
490:2-314, ET. SEQ.)		
COUNT 39 BREACH OF	No representative	
IMPLIED WARRANTY	plaintiff	
OF FITNESS FOR A	1	
PARTICULAR		
PURPOSE		
(HAW. REV. STAT. §		
490:2-315, ET. SEQ.)		
COUNT 40 VIOLATION	No representative	
OF PRIVATE RIGHT	plaintiff	
OF ACTION FOR		
CONSUMER FRAUDS		
ACT		
(IDAHO CODE § 48-601,		
ET. SEQ.)		
COUNT 41 BREACH OF	No representative	
THE IMPLIED	plaintiff	
WARRANTY OF		
MERCHANTABILITY		
(IDAHO CODE § 28-2-		
314, ET. SEQ.)		
COUNT 42 BREACH OF	No representative	
IMPLIED WARRANTY	plaintiff	
OF FITNESS FOR A		
PARTICULAR		
PURPOSE		
(IDAHO CODE § 28-2-		
315, ET. SEQ.)		

COUNT 43		No causation	Individual
VIOLATIONS OF		No particularity	issues
ILLINOIS CONSUMER		Two particularity	predominate
FRAUD AND			(23(b)(3))
DECEPTIVE BUSINESS			(23(0)(3))
PRACTICES ACT			Primary relief
(815 ILCS 505/1, ET.			not injunctive
SEQ.)			(23(b)(2))
COUNT 44 BREACH OF		No allegation	Individual
THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(810 ILCS 5/2-314, ET.		Target	(23(0)(3))
SEQ.)		Target	Primary relief
SEQ.)			not injunctive
			(23(b)(2))
COUNT 45 BREACH OF		No communication	Individual
IMPLIED WARRANTY		regarding a	issues
OF FITNESS FOR A		specific use	predominate
PARTICULAR		specific use	(23(b)(3))
PURPOSE			(23(0)(3))
(810 ILCS 5/2-315, ET.			Primary relief
SEQ.)			not injunctive
SEQ.)			(23(b)(2))
COUNT 46 VIOLATION	No representative		- ()())
OF THE INDIANA	plaintiff		
DECEPTIVE	1		
CONSUMER SALES			
ACT			
(IND. CODE § 24-5-0.5-3)			
COUNT 47 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(IND. CODE § 26-1-2-			
314, ET. SEQ.)			
COUNT 48 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(IND. CODE § 26-1-2-			
315, ET. SEQ.)			

COLUME 40	NT		T
COUNT 49	No representative		
VIOLATIONS OF THE	plaintiff		
PRIVATE RIGHT OF			
ACTION FOR			
CONSUMER FRAUD			
ACT (IOWA CODE §			
714H.1, ET. SEQ.)			
COUNT 50 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(IOWA CODE §			
554.2314, ET. SEQ.)			
COUNT 51 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(IOWA CODE §			
554.2315, ET. SEQ.)			
COUNT 52	No representative		
VIOLATIONS OF THE	plaintiff		
KANSAS CONSUMER			
PROTECTION ACT			
(KAN. STAT. ANN. §§			
50-623, ET. SEQ.)			
COUNT 53 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(KAN. STAT. ANN. § 84-			
2-314, ET. SEQ.)			
COUNT 54 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(KAN. STAT. ANN. § 84-			
2-315, ET. SEQ.)			
COUNT 55 VIOLATION		No class allowed	Individual
OF THE KENTUCKY		No causation	issues
CONSUMER		No particularity	predominate
PROTECTION ACT			(23(b)(3))

(KY. REV. STAT. §§			
367.110, ET. SEQ.)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 56 BREACH OF		No allegation	Individual
THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(KY. REV. STAT. §		Target	
355.2-314, ET. SEQ.)			Primary relief
- /			not injunctive
			(23(b)(2))
COUNT 57 BREACH OF		No communication	Individual
IMPLIED WARRANTY		regarding a	issues
OF FITNESS FOR A		specific use	predominate
PARTICULAR			(23(b)(3))
PURPOSE			
(KY. REV. STAT. §			Primary relief
355.2-314, ET. SEQ.)			not injunctive
			(23(b)(2))
COUNT 58 LOUISIANA	No representative		
UNFAIR TRADE	plaintiff		
PRACTICES AND			
CONSUMER PROTECTION LAW			
(LA. REV. STAT. ANN. §§ 51:1401, ET. SEQ.)			
COUNT 59 BREACH OF	No representative		
THE WARRANTY	plaintiff		
AGAINST	piumim		
REDHIBITORY			
DEFECTS			
(LSA-C.C. ART. 2520,			
ET. SEQ.)			
COUNT 60 MAINE	No representative		
UNFAIR TRADE	plaintiff from state		
PRACTICES ACT			
(ME. REV. STAT. ANN.			
TIT. 5, § 205-A, ET.			
SEQ.)			
COUNT 61 BREACH OF	No representative		
THE IMPLIED	plaintiff from state		
WARRANTY OF			

MERCHANTABILITY			
(ME. REV. STAT. ANN.			
T. 11 § 2-314, ET. SEQ.)			
COUNT 62 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A	piunitiii		
PARTICULAR			
PURPOSE			
(ME. REV. STAT. ANN.			
T. 11 § 2-315, ET. SEQ.)			
COUNT 63 MARYLAND		No duty to	Individual
CONSUMER		disclose	issues
PROTECTION ACT		No reliance	predominate
(MD. CODE COMM.		No causation	(23(b)(3))
LÀW § 13-301, ET. SEQ.)		No particularity	
, , ,			Primary relief
			not injunctive
			(23(b)(2))
COUNT 64 BREACH OF		No allegation	Individual
THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(MD. CODE COMM.		Target	
LAW § 2-314, ET. SEQ.)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 65 BREACH OF		No communication	Individual
IMPLIED WARRANTY		regarding a	issues
OF FITNESS FOR A		specific use	predominate
PARTICULAR			(23(b)(3))
PURPOSE			D : 1: 0
(MD. CODE COMM.			Primary relief
LAW § 2-315, ET. SEQ.)			not injunctive
COLINE		NT 4	(23(b)(2))
COUNT 66		No causation	Individual
MASSACHUSETTS		No particularity	issues
CONSUMER			predominate
PROTECTION ACT			(23(b)(3))
(MASS. GEN. LAWS			Drimony ratiof
ANN. CH. 93A, § 1, ET.			Primary relief
SEQ.)			not injunctive
COUNT 67 PDE A CU OF		No allegation	(23(b)(2)) Individual
COUNT 67 BREACH OF		No allegation	marviduai

THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(MASS. GEN. LAWS		Target	(23(0)(3))
ANN. 106 § 2-314, ET.		Target	Drimary raliaf
_			Primary relief
SEQ.)			not injunctive
COUNT 68 BREACH OF		No communication	(23(b)(2)) Individual
IMPLIED WARRANTY			
OF FITNESS FOR A		regarding a	issues
		specific use	predominate
PARTICULAR PURPOSE			(23(b)(3))
(MASS. GEN. LAWS			Duimany naliaf
ANN. 106 § 2-315, ET.			Primary relief not injunctive
SEQ.)			(23(b)(2))
COUNT 69 MICHIGAN		No causation	Individual
CONSUMER		No particularity	issues
PROTECTION ACT		No particularity	predominate
(MICH. COMP. LAWS			(23(b)(3))
ANN. § 445.901, ET.			(23(0)(3))
SEQ.)			Primary relief
SEQ.)			not injunctive
			(23(b)(2))
COUNT 70 BREACH OF		No allegation	Individual
THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(MICH. COMP. LAWS		Target	
ANN. § 440.2314, ET.			Primary relief
SEQ.)			not injunctive
			(23(b)(2))
COUNT 71 BREACH OF		No communication	Individual
IMPLIED WARRANTY		regarding a	issues
OF FITNESS FOR A		specific use	predominate
PARTICULAR		*	(23(b)(3))
PURPOSE			
(MICH. COMP. LAWS			Primary relief
ANN. § 440.2315, ET.			not injunctive
SEQ.)			(23(b)(2))
COUNT 72	No representative		
MINNESOTA	plaintiff		
CONSUMER FRAUD			
ACT			

(MINN. STAT. § 325F.68,			
ET. SEQ. AND MINN.			
STAT. § 8.31, ET. SEQ.)			
COUNT 73 VIOLATION	No representative		
OF THE MINNESOTA	plaintiff		
DECEPTIVE TRADE	piamim		
PRACTICES ACT			
(MINN. STAT. §			
325D.43-48 ET. SEQ.)			
COUNT 74 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF	Piumiii		
MERCHANTABILITY			
(MINN. STAT. ANN. §			
336.2-314, ET. SEQ.)			
COUNT 75 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(MINN. STAT. ANN. §			
336.2-315, ET. SEQ.)			
COUNT 76 VIOLATION	No pre-suit notice	No class allowed	Individual
OF MISSISSIPPI	for plaintiff or class	No causation	issues
CONSUMER		No particularity	predominate
PROTECTION ACT			(23(b)(3))
(MISS. CODE. ANN. §§			
75-24-1, ET. SEQ.)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 77 BREACH OF		No allegation	Individual
THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(MISS. CODE ANN. § 75-		Target	D : 1: 0
2-314, ET. SEQ.)			Primary relief
			not injunctive (23(b)(2))
COUNT 78 BREACH OF		No communication	Individual
IMPLIED WARRANTY		regarding a	issues
OF FITNESS FOR A		specific use	predominate
PARTICULAR			(23(b)(3))
PURPOSE			

(MISS. CODE ANN. § 75- 2-315, ET. SEQ.)			Primary relief not injunctive (23(b)(2))
COUNT 79 MISSOURI MERCHANDISING PRACTICES ACT (MO. REV. STAT. §§ 407.010, ET. SEQ.)		No causation No particularity	Individual issues predominate (23(b)(3)) Primary relief
			not injunctive (23(b)(2))
COUNT 80 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (MO. REV. STAT. § 400.2-314, ET. SEQ.)		No allegation cards "unmerchantable" when they left Target	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 81 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (MO. REV. STAT. § 400.2-314, ET. SEQ.)		No communication regarding a specific use	Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 82 VIOLATION OF MONTANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT OF 1973 (MONT. CODE ANN. § 30-14-101, ET. SEQ.)	No representative plaintiff		
COUNT 83 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (MONT. CODE ANN. § 30-2-314, ET. SEQ.) COUNT 84 BREACH OF	No representative plaintiff No representative		
IMPLIED WARRANTY	plaintiff		

OF FIRMINGS FOR A	T	1	
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(MONT. CODE ANN. §			
30-2-315, ET. SEQ.)			
COUNT 85 VIOLATION	No representative		
OF THE NEBRASKA	plaintiff		
CONSUMER			
PROTECTION ACT			
(NEB. REV. STAT. § 59-			
1601, ET. SEQ.)			
COUNT 86 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(NEB. REV. STAT.			
U.C.C. § 2-314, ET. SEQ.)			
COUNT 87 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(NEB. REV. STAT.			
U.C.C. § 2-315, ET. SEQ.)			
COUNT 88		No causation	Individual
VIOLATIONS OF THE		No particularity	issues
NEVADA DECEPTIVE			predominate
TRADE PRACTICES			(23(b)(3))
ACT			
(NEV. REV. STAT. §			Primary relief
598.0903, ET. SEQ. AND			not injunctive
NEV. REV. STAT. §			(23(b)(2))
41.600)			
COUNT 89 BREACH OF		No allegation	Individual
THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(NEV. REV. STAT. §		Target	
104.2314, ET. SEQ.)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 90 BREACH OF		No communication	Individual
IMPLIED WARRANTY		regarding a	issues

OF FITNESS FOR A		an a sific usa	and aminata
		specific use	predominate
PARTICULAR			(23(b)(3))
PURPOSE			D
(NEV. REV. STAT. §			Primary relief
104.2315, ET. SEQ.)			not injunctive
COLUMN ALVION A PLON	77		(23(b)(2))
COUNT 91 VIOLATION	No representative		
OF THE N.H.	plaintiff		
CONSUMER			
PROTECTION ACT			
(N.H. REV. STAT. ANN.			
§§ 358-A:1, ET. SEQ.)	77		
COUNT 92 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(N.H. REV. STAT. ANN.			
§ 382-A:2-314, ET. SEQ.)	77		
COUNT 93 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(N.H. REV. STAT. ANN.			
§ 382-A:2-315, ET. SEQ.)			
COUNT 94 NEW		No causation	Individual
JERSEY CONSUMER		No particularity	issues
FRAUD ACT			predominate
(N.J. STAT. ANN. § 56:8-			(23(b)(3))
1, ET. SEQ)			D : 1: C
			Primary relief
			not injunctive
COUNT OF DDE ACH OF		No allagation	(23(b)(2))
COUNT 95 BREACH OF		No allegation	Individual
THE IMPLIED		cards "unmerchantable"	issues
WARRANTY OF			predominate
MERCHANTABILITY (N. I. STAT. ANN. 8		when they left	(23(b)(3))
(N.J. STAT. ANN. §		Target	Drimour maliaf
12A:2-314, ET. SEQ.)			Primary relief
			not injunctive
COUNT 96 BREACH OF		No communication	(23(b)(2))
			Individual
IMPLIED WARRANTY		regarding specific	issues

OF FITNESS FOR A		1160	predominate
		use	•
PARTICULAR			(23(b)(3))
PURPOSE ANN S			D . 1. c
(N.J. STAT. ANN. §			Primary relief
12A:2-315, ET. SEQ.)			not injunctive
			(23(b)(2))
COUNT 97 NEW	No representative		
MEXICO UNFAIR	plaintiff		
PRACTICES ACT			
(N.M.S.A. § 57-12-1 ET.			
SEQ.)			
COUNT 98 BREACH OF	No representative		
THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(N.M.S.A. § 55-2-314, ET.			
SEQ.)			
COUNT 99 BREACH OF	No representative		
IMPLIED WARRANTY	plaintiff		
OF FITNESS FOR A			
PARTICULAR			
PURPOSE			
(N.M.S.A. § 55-2-315, ET.			
SEQ.)			
COUNT 100		No causation	Individual
VIOLATIONS OF NEW		No particularity	issues
YORK GENERAL			predominate
BUSINESS LAW § 349			(23(b)(3))
(N.Y. GEN. BUS. LAW §			
349)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 101 BREACH		No allegation	Individual
OF THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(N.Y. U.C.C. § 2-314, ET.		Target	
SEQ.)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 102 BREACH		No communication	Individual
OF IMPLIED		regarding specific	issues
WARRANTY OF		use	predominate

FITNESS FOR A		(23(b)(3))
PARTICULAR		(23(0)(3))
PURPOSE		Primary relief
(N.Y. U.C.C. § 2-315, ET.		not injunctive
SEQ.)		(23(b)(2))
COUNT 103	No representative	(- ()())
VIOLATIONS OF THE	plaintiff	
NORTH CAROLINA		
UNFAIR AND		
DECEPTIVE ACTS AND		
PRACTICES ACT (N.C.		
GEN. STAT. § 75-1.1 ET.		
SEQ.)		
COUNT 104 BREACH	No representative	
OF THE IMPLIED	plaintiff	
WARRANTY OF		
MERCHANTABILITY		
(N.C. GEN. STAT. § 25-		
2-314, ET. SEQ.)		
COUNT 105 BREACH	No representative	
OF IMPLIED	plaintiff	
WARRANTY OF		
FITNESS FOR A		
PARTICULAR		
PURPOSE		
(N.C. GEN. STAT. § 25-		
2-315, ET. SEQ.)		
COUNT 106	No representative	
VIOLATION OF THE	plaintiff	
NORTH DAKOTA		
CONSUMER FRAUD		
ACT		
(N.D. CENT. CODE § 51-		
15-01 ET. SEQ.)	NT.	
COUNT 107 BREACH	No representative	
OF THE IMPLIED	plaintiff	
WARRANTY OF		
MERCHANTABILITY		
(N.D. CENT. CODE § 41-		
02-31 (2-314), ET. SEQ.) COUNT 108 BREACH	No nonrecentative	
	No representative	
OF IMPLIED	plaintiff	
WARRANTY OF		

FITNESS FOR A PARTICULAR PURPOSE		
(N.D. CENT. CODE § 41-		
02-32 (2-315), ET. SEQ.) COUNT 109	No class	Individual
VIOLATION OF OHIO	No causation	issues
CONSUMER SALES	No particularity	predominate
PRACTICES ACT		(23(b)(3))
(OHIO REV. CODE		Duine auty meli ef
ANN. § 1345.01, ET. SEQ.)		Primary relief not injunctive
SEQ.)		(23(b)(2))
COUNT 110 BREACH	No allegation	Individual
OF THE IMPLIED	cards	issues
WARRANTY OF	"unmerchantable"	predominate
MERCHANTABILITY (OHIO REV. CODE	when they left	(23(b)(3))
ANN. § 1302.27, ET.	Target	Primary relief
SEQ.)		not injunctive
3= (0)		(23(b)(2))
COUNT 111 BREACH	No communication	Individual
OF IMPLIED	regarding specific	issues
WARRANTY OF	use	predominate
FITNESS FOR A		(23(b)(3))
PARTICULAR PURPOSE		Primary relief
(OHIO REV. CODE		not injunctive
ANN. § 1302.28, ET.		(23(b)(2))
SEQ.)		. , , , , , ,
COUNT 112	No causation	Individual
OKLAHOMA	No particularity	issues
CONSUMER PROTECTION ACT		predominate
(OKLA. STAT. ANN.		(23(b)(3))
TIT. 15, § 751, ET. SEQ.)		Primary relief
		not injunctive
		(23(b)(2))
COUNT 113 BREACH	No allegation	Individual
OF THE IMPLIED	cards	issues
WARRANTY OF	"unmerchantable"	predominate
MERCHANTABILITY OKLA STAT ANN	when they left	(23(b)(3))
(OKLA. STAT. ANN.	Target	

TIT. 12A, § 2-314, ET. SEQ.)	Primary relief not injunctive (23(b)(2))
COUNT 114 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR	No communication regarding specific use Individual issues predominate (23(b)(3))
PURPOSE (OKLA. STAT. ANN. TIT. 12A, § 2-315, ET. SEQ.)	Primary relief not injunctive (23(b)(2))
COUNT 115 OREGON UNLAWFUL TRADE PRACTICES ACT (OR. REV. STAT. § 646.605, ET. SEQ.)	No causation No particularity Individual issues predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 116 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (OR. REV. STAT. § 72.3140, ET. SEQ.)	No allegation cards issues predominate when they left (23(b)(3)) Target Primary relief not injunctive (23(b)(2))
COUNT 117 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (OR. REV. STAT. § 72.3150, ET. SEQ.)	No communication regarding a specific use predominate (23(b)(3)) Primary relief not injunctive (23(b)(2))
COUNT 118 PENNSYLVANIA UNFAIR TRADE PRACTICES ACT (73 PA CONS. STAT. ANN. § 201-1, ET. SEQ.)	No duty to disclose No reliance No causation No particularity Primary relief not injunctive

			(23(b)(2))
COUNT 119 BREACH		No allegation	Individual
OF THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(13 PA CONS. STAT.		Target	
ANN. § 2314, ET. SEQ.)			Primary relief
3 /			not injunctive
			(23(b)(2))
COUNT 120 BREACH		No communication	Individual
OF IMPLIED		regarding a	issues
WARRANTY OF		specific use	predominate
FITNESS FOR A			(23(b)(3))
PARTICULAR			
PURPOSE			Primary relief
(73 PA CONS. STAT.			not injunctive
ANN. § 2315, ET. SEQ.)			(23(b)(2))
COUNT 121 RHODE	No representative		
ISLAND DECEPTIVE	plaintiff		
TRADE PRACTICES			
ACT			
(R.I. GEN. LAWS § 6-			
13.1, ET. SEQ.)			
COUNT 122 BREACH	No representative		
OF THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(R.I. GEN. LAWS § 6A-			
2-314, ET. SEQ.)	37		
COUNT 123 BREACH	No representative		
OF IMPLIED	plaintiff		
WARRANTY OF			
FITNESS FOR A			
PARTICULAR PURPOSE			
(R.I. GEN. LAWS § 6A-			
2-315, ET. SEQ.) COUNT 124		No causation	Individual
VIOLATIONS OF THE		No particularity	issues
SOUTH CAROLINA		140 particularity	predominate
UNFAIR TRADE			(23(b)(3))
PRACTICES ACT			
(S.C. CODE ANN. §§ 39-			Primary relief
(6.C. CODE A111. 99 39-	1		1 I I I I I I I I I I I I I I I I I I I

# 40 PT CPO	<u> </u>		
5-10, ET. SEQ.)			not injunctive
			(23(b)(2))
COUNT 125 BREACH		No allegation	Individual
OF THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(S.C. CODE ANN. § 36-2-		Target	
314, ET. SEQ.)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 126 BREACH		No communication	Individual
OF IMPLIED		regarding a	issues
WARRANTY OF		specific use	predominate
FITNESS FOR A			(23(b)(3))
PARTICULAR			
PURPOSE			Primary relief
(S.C. CODE ANN. § 36-2-			not injunctive
315, ET. SEQ.)			(23(b)(2))
COUNT 127 SOUTH	No representative		
DAKOTA DECEPTIVE	plaintiff		
TRADE PRACTICES			
AND CONSUMER			
PROTECTION ACT			
(S.D. CODIFIED LAWS			
§ 37-24-1, ET. SEQ.)			
COUNT 128 BREACH	No representative		
OF THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(S.D. CODIFIED LAWS			
§ 57A-2-314, ET. SEQ.)			
COUNT 129 BREACH	No representative		
OF IMPLIED	plaintiff		
WARRANTY OF			
FITNESS FOR A			
PARTICULAR			
PURPOSE			
(S.D. CODIFIED LAWS			
§ 57A-2-315 ET. SEQ.)			
COUNT 130	No representative		
TENNESSEE	plaintiff		
CONSUMER	_		
PROTECTION ACT			
L.	l .	1	1

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(TENN. CODE ANN. §			
47-18-101, ET. SEQ.) COUNT 131 BREACH	No nonnegontativo		
OF THE IMPLIED	No representative		
WARRANTY OF	plaintiff		
MERCHANTABILITY			
(TENN. COE ANN. § 47-			
2-314, ET. SEQ.) COUNT 132 BREACH	No nonnegantativa		
OF IMPLIED	No representative		
WARRANTY OF	plaintiff		
FITNESS FOR A			
PARTICULAR			
PURPOSE			
(TENN. CODE ANN. §			
47-2-315, ET. SEQ.)			
COUNT 133 TEXAS	No pro quit notico	No duty to	Individual
DECEPTIVE TRADE	No pre-suit notice for plaintiff or class	disclose	issues
PRACTICES AND	101 planium of class	No reliance	
CONSUMER		No causation	predominate (23(b)(3))
PROTECTION ACT		No particularity	(23(0)(3))
(TEX. BUS. & COM.		Two particularity	Primary relief
CODE § 17.41, ET. SEQ.)			not injunctive
CODE § 17.41, E1. SEQ.)			(23(b)(2))
COUNT 134 BREACH		No allegation	Individual
OF THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(TEX. BUS. & COM.		Target	(25(5)(5))
CODE § 2.314, ET. SEQ.)			Primary relief
			not injunctive
			(23(b)(2))
COUNT 135 BREACH		No communication	Individual
OF IMPLIED		regarding a	issues
WARRANTY OF		specific use	predominate
FITNESS FOR A		_	(23(b)(3))
PARTICULAR			
PURPOSE			Primary relief
(TEX. BUS. & COM.			not injunctive
CODE § 2.315, ET. SEQ.)			(23(b)(2))
COUNT 136 UTAH		No class	Individual
CONSUMER SALES		No causation	issues
PRACTICES ACT		No particularity	predominate

(UTAH CODE ANN. §§			(23(b)(3))
13-11-1, <i>ET. SEQ</i> .)			
			Primary relief
			not injunctive
			(23(b)(2))
COUNT 137 BREACH		No allegation	Individual
OF THE IMPLIED		cards	issues
WARRANTY OF		"unmerchantable"	predominate
MERCHANTABILITY		when they left	(23(b)(3))
(UTAH CODE ANN. § 70A-2-314, <i>ET. SEQ.</i>)		Target	Primary relief
70A-2-314, <i>L1</i> . 3LQ.)			not injunctive
			(23(b)(2))
COUNT 138 BREACH		No communication	Individual
OF IMPLIED		regarding a	issues
WARRANTY OF		specific use	predominate
FITNESS FOR A			(23(b)(3))
PARTICULAR			D : 1: 0
PURPOSE			Primary relief
(UTAH CODE ANN. §			not injunctive
70A-2-104, <i>ET. SEQ.</i>) COUNT 139 VERMONT	No representative		(23(b)(2))
CONSUMER FRAUD	plaintiff		
ACT	pianitiii		
(VT. STAT. ANN. TIT. 9,			
§ 2451, ET. SEQ.)			
COUNT 140 BREACH	No representative		
OF THE IMPLIED	plaintiff		
WARRANTY OF			
MERCHANTABILITY			
(VT. STAT. ANN. T. 9A §			
2-314, <i>ET. SEQ.</i>) COUNT 141 BREACH	No representative		
OF IMPLIED	No representative plaintiff		
WARRANTY OF	pianitiii		
FITNESS FOR A			
PARTICULAR			
PURPOSE			
(VT. STAT. ANN. T. 9A §			
2-315, ET. SEQ.)			
COUNT 142 VIRGINIA	No representative		
CONSUMER	plaintiff		
PROTECTION ACT			

GIL CODE LETT 00	T	
(VA. CODE ANN. §§ 59.1-196, <i>ET. SEQ</i> .)		
COUNT 143 BREACH	No representative	
OF THE IMPLIED	plaintiff	
WARRANTY OF	Pamara	
MERCHANTABILITY		
(VA. CODE ANN. § 8.2-		
314, ET. SEQ.)		
COUNT 144 BREACH	No representative	
OF IMPLIED	plaintiff	
WARRANTY OF		
FITNESS FOR A		
PARTICULAR		
PURPOSE		
(VA. CODE ANN. § 8.2-		
315, ET. SEQ.)		
COUNT 145	No representative	
WASHINGTON	plaintiff	
CONSUMER		
PROTECTION ACT		
(WASH. REV. CODE §		
19.86.020, <i>ET. SEQ.</i>) COUNT 146 BREACH	No nonnegontativo	
OF THE IMPLIED	No representative	
WARRANTY OF	plaintiff	
MERCHANTABILITY		
(WASH. REV. CODE §		
62A.2-314, ET. SEQ.)		
COUNT 147 BREACH	No representative	
OF IMPLIED	plaintiff	
WARRANTY OF	•	
FITNESS FOR A		
PARTICULAR		
PURPOSE		
(WASH. REV. CODE §		
62A.2-315, ET. SEQ.)		
COUNT 148 WEST	No representative	
VIRGINIA CONSUMER	plaintiff	
CREDIT AND		
PROTECTION ACT		
(W. VA. CODE § 46A-6-		
101, ET. SEQ.)	NT ()	
COUNT 149 BREACH	No representative	

OF THE IMPLIED WARRANTY OF MERCHANTABILITY (W. VA. CODE § 46-2-314, <i>ET. SEQ.</i>) COUNT 150 BREACH	plaintiff No representative
OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (W. VA. CODE § 46-2-315, ET. SEQ.)	plaintiff
COUNT 151 WISCONSIN DECEPTIVE TRADE PRACTICES ACT (WIS. STAT. § 110.18 ET. SEQ.)	No representative plaintiff
COUNT 152 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (WIS. STAT. § 402.314 ET. SEQ.)	No representative plaintiff
COUNT 153 BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE (WIS. STAT. § 402.315, ET. SEQ.)	No representative plaintiff
COUNT 154 WYOMING CONSUMER PROTECTION ACT (W. S. 1977 § 40-12-101, ET. SEQ.)	No representative plaintiff
COUNT 155 BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (W. S. 1977 § 34.1-2-314,	No representative plaintiff

ET. SEQ.)			
COUNT 156 BREACH	No representative		
OF IMPLIED	plaintiff		
WARRANTY OF	Promisir		
FITNESS FOR A			
PARTICULAR			
PURPOSE			
(W. S. 1977 § 34.1-2-315,			
ET. SEQ.)			
COUNT 157 UNJUST		Vague- not	Individual
ENRICHMENT		tailored to any	issues
(On behalf of the		state law	predominate
Nationwide Class or,			(23(b)(3))
alternatively, the State		State laws vary	
Subclasses)		materially	Primary relief
			not injunctive
		No cause of action	(23(b)(2))
		in California,	
		Georgia, Illinois	
		Massachusetts,	
		New Jersey or	
COMPUTATO		Texas	T 1' ' 1 1
COUNT 158		Vague- not	Individual
NEGLIGENT		tailored to any	issues
MISREPRESENTATION (On behalf of the		state law	predominate
(On behalf of the		No montioulouity	(23(b)(3))
Nationwide Class or,		No particularity No reliance	Drimary raliaf
alternatively, the State Subclasses)		No remance	Primary relief not injunctive
Subclasses)			(23(b)(2))
COUNT 159 FRAUD BY		Vague- not	Individual
OMISSION		tailored to any	issues
(On behalf of the		state law	predominate
Nationwide Class or,		State law	(23(b)(3))
alternatively, the State		No particularity	
Subclasses)		No scienter	Primary relief
,		No confidential	not injunctive
		relationship	(23(b)(2))
COUNT 160 BREACH		Vague- not	Individual
OF CONTRACT		tailored to any	issues
(On behalf of the		state law	predominate
Nationwide Class or,			(23(b)(3))
alternatively, the State		No contract	

Subclasses)	between Target	Primary relief
	and customer for	not injunctive
	purchase	(23(b)(2))
COUNT 161 BREACH	Vague- not	Individual
OF IMPLIED	tailored to any	issues
CONTRACT	state law	predominate
(On behalf of the		(23(b)(3))
Nationwide Class or,		
alternatively, the State		Primary relief
Subclasses)		not injunctive
		(23(b)(2))
COUNT 162	Vague- not	Individual
NEGLIGENCE	tailored to any	issues
(On behalf of the	state law	predominate
Nationwide Class or,		(23(b)(3))
alternatively, the State	No duty to protect	
Subclass)	from third party	Primary relief
	conduct	not injunctive
		(23(b)(2))
	Requires moral	
	blame in certain	
	states	
	Barred by	
	economic loss	
	doctrine in certain	
	states	